

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among and through the authorized representatives of: (1) the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (OIG-HHS) of the Department of Health and Human Services (HHS); the Defense Health Agency (DHA), acting on behalf of the TRICARE program; the Office of Personnel Management (OPM), which administers the Federal Employees Health Benefits Program (FEHBP); and the Office of Workers’ Compensation Programs of the United States Department of Labor (DOL-OWCP) (collectively, the “United States”); (2) Emil DiIorio M.D. (Dr. DiIorio); and (3) Coordinated Health Holding Company, LLC, together with its direct and indirect subsidiaries, including but not limited to CHS Professional Practice, P.C. and CH Hospital of Allentown, LLC (collectively “Coordinated Health”). The United States, Dr. DiIorio, and Coordinated Health are hereafter collectively referred to as “the Parties.”

RECITALS

A. Coordinated Health is a for-profit hospital and health system based in the Lehigh Valley region of Pennsylvania that employs approximately 100 physicians, approximately 30 of whom are board-certified orthopedic surgeons.

B. Dr. DiIorio, a board-certified orthopedic surgeon, is the founder, principal owner, and Chief Executive Officer of Coordinated Health.

C. At material times, Coordinated Health and Dr. DiIorio submitted or caused to be submitted claims for payment to: the Medicare Program, 42 U.S.C. §§ 1395-1395kkk-1 (“Medicare”); the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”); the TRICARE Program, 10 U.S.C. §§ 1071-1110b (“TRICARE”); the FEHBP, 5 U.S.C. §§ 8901-8914; and the

DOL-OWC Program, the Federal Employees' Compensation Act 5 U.S.C. § 8101 *et seq.* ("FECA") (collectively "Federal Healthcare Programs").

D. The United States contends that it has certain civil claims against Coordinated Health arising from Coordinated Health's requests for payment from Federal Healthcare Programs. Specifically, the United States contends that:

1. Medical providers in the United States use American Medical Association-defined Current Procedural Terminology (CPT) codes when requesting reimbursement from Federal Healthcare Programs for rendered services and performed procedures.

2. Many orthopedic surgical procedures have a designated "global" CPT code that encompasses reimbursement for the entire surgery, including all of its component surgical steps. In those cases, a provider should request reimbursement for the global code and not request nor receive reimbursement for components of the surgery that overlap with and are included within the global code.

3. HHS's Centers for Medicaid and Medicare Services (CMS) implemented National Correct Coding Initiative (NCCI) edits to automatically block reimbursement for codes that should not be billed together for the same procedure (e.g., the global surgery code plus a code seeking additional reimbursement for a component of the surgery). The NCCI edits were in place from January 1, 2007 through May 31, 2014.

4. If a provider performs separate and distinct procedures on the same patient on the same day, the provider can bill the second procedure with a billing code, Modifier 59, to indicate that it was a "distinct procedural service" and therefore separately reimbursable and not subject to NCCI edits.

5. A provider improperly “unbundles” a reimbursement claim when the provider uses Modifier 59 to bypass an NCCI edit in order to obtain reimbursement for overlapping services that should have been included in a global surgery claim.

6. From January 1, 2007 through May 31, 2014, Coordinated Health used Modifier 59 to submit thousands of improperly unbundled claims for orthopedic surgeries to Federal Health Care Programs. Coordinated Health thereby received (and then retained) millions of dollars in overpayments from Federal Health Care Programs.

7. In 2011, Coordinated Health retained a third-party consultant (Auditor A) to audit a small sample (9 patients) of the company’s surgery coding for Dr. DiIorio and one other of its orthopedic surgeons.

8. In March 2011, Auditor A conducted a coding audit of 18 patient records (77 claim lines) comprised of surgeries performed by Dr. DiIorio (9 patients) and another Coordinated Health orthopedic surgeon (9 patients). Auditor A’s report listed “Unbundling of Procedures” as its first finding and explained that “Several CPT Codes were reported separately but were integral to the more comprehensive code.” The report provided information regarding NCCI bundling edits and a link to NCCI information on a CMS website. On March 31, 2011, the Director of Coordinated Health’s Central Billing Office forwarded the report by email to Coordinated Health’s President, Chief Financial Officer, and Director of Orthopedics. The email stated, among other things, that Auditor A found “Routine unbundling of codes...particularly evident”, that “this should not be considered a revenue opportunity”, and that “under an audit it is likely we could have paybacks and penalties for routine unbundling particularly when the documentation does not support it.” However, Coordinated Health: (a) continued to improperly use Modifier 59 to unbundle orthopedic surgery claims and (b) retained resulting overpayments.

9. In 2013, Coordinated Health retained a different third-party consultant (Auditor B) to perform a coding audit of its orthopedic surgery coding. Auditor B reviewed medical records for over 800 orthopedic surgery claim lines.

10. In October 2013, Auditor B issued a report stating, under a “major findings” heading, that “Professional and technical claims contain codes for services rendered that would be considered unbundled and not pass Correct Coding Initiative (“CCI”) edits.” The report recommended, among other things, that Coordinated Health conduct further chart reviews, ascertain the scope of the problem, and self-report and re-adjudicate improperly unbundled claims to Medicare and other federal healthcare programs.

11. By email on November 4, 2013, Coordinated Health’s Chief Financial Officer, Revenue Manager, Reimbursement Manager, and multiple Coordinated Health coders received a copy of Auditor B’s report.

12. On November 6, 2013, Auditor B provided on-site training to Coordinated Health coders on orthopedic surgery coding topics. As part of this training, Auditor B instructed Coordinated Health coders on the correct use of Modifier 59. However, Coordinated Health continued to routinely unbundle orthopedic surgery procedures by using Modifier 59 through May 31, 2014.

13. Coordinated Health never repaid Federal Healthcare Programs for the overpayments resulting from its improper unbundling with Modifier 59.

14. Coordinated Health violated the False Claims Act by using Modifier 59 to submit false and improper claims to Federal Healthcare Programs, and by improperly retaining resulting overpayments. 31 U.S.C. § 3729(a)(1)(A), (G).

E. The United States further contends that it has certain civil claims against Dr. DiIorio arising from his billing for orthopedic surgeries. Specifically, the United States contends that:

1. Beginning on April 1, 2009, and continuing until Dr. DiIorio stopped performing surgeries in 2012, Coordinated Health used Modifier 59 to improperly unbundle claims connected to orthopedic surgeries performed by Dr. DiIorio, including joint replacement surgeries and arthroscopic shoulder surgeries.

2. As Coordinated Health's Chief Executive Officer, Dr. DiIorio knew, or should have known, that Coordinated Health was using Modifier 59 to improperly unbundle orthopedic surgery claims, including his own. Dr. DiIorio failed to stop Coordinated Health's improper unbundling.

3. Beginning on April 1, 2009, Dr. DiIorio took steps to enable those under his supervision to improperly unbundle billings for his surgeries, and therefore improperly increased his reimbursements.

4. For example, Dr. DiIorio increased unbundling for his surgeries by materially changing how he described his total knee replacement surgeries in operative reports.

5. A "lateral retinacular release" procedure is intended to improve patellar tracking through an incision of connective tissue in the knee called the lateral retinaculum. Although this can be a stand-alone procedure, it can also, if necessary, be indicated during a knee replacement to address patellar maltracking over the prosthetic knee. When performed as part of a knee replacement, the lateral retinacular release is included in the global CPT reimbursement code for the knee replacement and may not be billed separately through use of Modifier 59 or otherwise.

6. Before April 1, 2009, Dr. DiIorio rarely listed patellar maltracking as a diagnosis in his knee replacement operative reports.

7. Before April 1, 2009, Dr. DiIorio stated, in the vast majority of his total knee replacement operative reports, that the patient's patella tracked well over the prosthetic knee without a lateral retinacular release.

8. After April 1, 2009, Dr. DiIorio listed patellar maltracking as a diagnosis in the vast majority of his knee replacement operative reports.

9. After April 1, 2009, Dr. DiIorio stated that he performed a lateral retinacular release in the vast majority of his total knee replacement operative reports.

10. In each case where Dr. DiIorio stated that he performed a lateral release, Coordinated Health improperly used Modifier 59 to submit two separate claims – one for a total knee replacement, and another for a lateral retinacular release – and thereby misrepresented to Federal Healthcare Programs that the claims were distinct.

11. Dr. DiIorio violated the False Claims Act by causing false claims to be submitted to Federal Healthcare Programs with Modifier 59. 31 U.S.C. § 3729(a)(1)(A).

F. The term “Coordinated Health Covered Conduct,” as it is used in this agreement, shall mean Coordinated Health's submission of orthopedic surgery claim lines with Modifier 59 to Federal Healthcare Programs from January 1, 2007 through May 31, 2014.

G. The phrase “orthopedic surgery claim lines,” as it is used in this agreement, shall mean claim lines seeking reimbursement for CPT codes 20000 through 29999.

H. The term “DiIorio Covered Conduct,” as it is used in this agreement, shall mean orthopedic surgery claim lines submitted with Modifier 59 to Federal Healthcare Programs from April 1, 2009 through December 31, 2012 for orthopedic surgeries performed by Dr. DiIorio.

I. This Agreement is made in compromise of disputed claims. Coordinated Health and Dr. DiIorio expressly deny the allegations of the United States and deny that they engaged in any wrongful conduct in connection with the Covered Conduct. This Agreement is not an admission of facts or liability by Coordinated Health or Dr. DiIorio, nor a concession by the United States that its claims are not well-founded.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Coordinated Health shall pay to the United States ELEVEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$11,250,000) (“Coordinated Health Settlement Amount”), of which FIVE MILLION DOLLARS (\$5,000,000) is restitution, and interest on the Coordinated Health Settlement Amount at a rate of 2.875% annually from July 25, 2018, no later than SIXTY (60) days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the Eastern District of Pennsylvania.

2. Dr. DiIorio shall pay to the United States ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$1,250,000) (“DiIorio Settlement Amount”), of which FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000) is restitution, and interest on the Dr. DiIorio Settlement Amount at a rate of 2.875% annually from July 25, 2018, no later than SIXTY (60) days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the Eastern District of Pennsylvania.

3. Subject to the exceptions in Paragraph 9 (concerning excluded claims) below, and conditioned upon Coordinated Health's full payment of the Coordinated Health Settlement Amount, the United States releases Coordinated Health, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions and affiliates; and its predecessors, successors, transferees and assigns of any of them, from any civil or administrative monetary claim the United States has for the Coordinated Health Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. §1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§3801-3812; any statutory provision creating a cause of action for civil damages or civil penalties which the Civil Division of the Department of Justice has actual or present authority to assert and compromise pursuant to 28 C.F.R. Pt. 0, Subpart I, 0.45(d); and the common law theories of payment by mistake, unjust enrichment and fraud.

4. Subject to the exceptions in Paragraph 9 (concerning excluded claims) below, and conditioned upon Dr. DiIorio's full payment of the DiIorio Settlement Amount, the United States releases Dr. DiIorio from any civil or administrative monetary claim the United States has for the DiIorio Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. §1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§3801-3812; any statutory provision creating a cause of action for civil damages or civil penalties which the Civil Division of the Department of Justice has actual or present authority to assert and compromise pursuant to 28 C.F.R. Pt. 0, Subpart I, 0.45(d); and the common law theories of payment by mistake, unjust enrichment, disgorgement, and fraud.

5. In consideration of the obligations of Coordinated Health in this Agreement and the Corporate Integrity Agreement (CIA), entered into between OIG-HHS and Coordinated Health, and conditioned upon Coordinated Health's full payment of the Coordinated Health

Settlement Amount, the OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Coordinated Health under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Coordinated Health Covered Conduct, except as reserved in this Paragraph and in Paragraph 9 (concerning excluded claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Coordinated Health from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Coordinated Health Covered Conduct. Nothing in this Paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 9, below.

6. In consideration of the obligations of Coordinated Health in this Agreement, and conditioned upon Coordinated Health's full payment of the Coordinated Health Settlement Amount, OPM agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the FEHBP against Coordinated Health under 5 U.S.C. § 8902a or 5 C.F.R. Part 890 Subpart J or Part 919 for the Coordinated Health Covered Conduct, except as reserved in this Paragraph and in Paragraph 9 (concerning excluded claims), below, and except if excluded by the OIG-HHS pursuant to 42 U.S.C. § 1320a-7(a). OPM expressly reserves all rights to comply with any statutory obligation to debar Coordinated Health from the FEHBP under 5 U.S.C. § 8902a(b) (mandatory exclusion) based upon the Coordinated Health Covered Conduct. Nothing in this Paragraph precludes OPM from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 9, below.

7. In consideration of the obligations of Coordinated Health set forth in this Agreement, and conditioned upon Coordinated Health's full payment of the Coordinated Health Settlement Amount, DHA agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the TRICARE Program against Coordinated Health under 32 C.F.R. § 199.9 for the Coordinated Health Covered Conduct, except as reserved in this Paragraph and in Paragraph 9 (concerning excluded claims), below. DHA expressly reserves authority to exclude Coordinated Health from the TRICARE Program under 32 C.F.R. §§ 199.9 (f)(1)(i)(A), (f)(1)(i)(B), and (f)(1)(iii) (mandatory exclusion), based upon the Coordinated Health Covered Conduct. Nothing in this Paragraph precludes DHA or the TRICARE Program from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 9, below.

8. In consideration of the obligations of Coordinated Health in this Agreement, and conditioned upon Coordinated Health's full payment of the Coordinated Health Settlement Amount, DOL-OWCP agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion and debarment from the FECA program against Coordinated Health under 20 C.F.R. §§ 10.815 for the Coordinated Health Covered Conduct, except as reserved in Paragraph 9 (concerning excluded claims), below, and except if excluded by the OIG-HHS pursuant to 42 U.S.C. § 1320a 7(a). Nothing in this Paragraph precludes the DOL-OWCP from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 9, below.

9. Notwithstanding the releases given in paragraphs 3 and 4 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);

- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory or permissive exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Coordinated Health Covered Conduct or the DiIorio Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals other than the release specifically provided in this agreement for the DiIorio Covered Conduct;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

10. Coordinated Health and Dr. DiIorio each waives and shall not assert any defenses each may have to any criminal prosecution or administrative action relating to the Coordinated Health Covered Conduct and/or the DiIorio Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

11. Coordinated Health and Dr. DiIorio both fully and finally release the United States, its agencies, officers, agents, employees, and servants, from any claims (including

attorney's fees, costs, and expenses of every kind and however denominated) that Coordinated Health and/or Dr. DiIorio have asserted, could have asserted, or may assert in the future against the United States, and its agencies, officers, agents, employees, and servants related to the Coordinated Health Covered Conduct and/or the DiIorio Covered Conduct and the United States' investigation and prosecution thereof.

12. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier), Tricare, FEHBP, or any state payer, related to the Coordinated Health Covered Conduct or DiIorio Covered Conduct; and Coordinated Health agrees not to resubmit to any Medicare contractor, Tricare, FEHBP, or any state payer any previously denied claims related to the Coordinated Health Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

13. Coordinated Health and Dr. DiIorio agree to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Dr. DiIorio and/or Coordinated Health, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;

- (3) Dr. DiIorio's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);
- (4) Coordinated Health's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);
- (5) the negotiation and performance of this Agreement;
- (6) the payments Dr. DiIorio and Coordinated Health make to the United States pursuant to this Agreement; and
- (7) the negotiation of, and obligations undertaken pursuant to the CIA to: (i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and (ii) prepare and submit reports to the OIG-HHS,

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs). However, nothing in paragraph 12.a.(7) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to Coordinated Health or Dr. DiIorio.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for in nonreimbursable cost centers by Coordinated Health, and Coordinated Health shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such

Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Coordinated Health or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment:

Coordinated Health further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Coordinated Health or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. Coordinated Health agrees that the United States, at a minimum, shall be entitled to recoup from Coordinated Health any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Coordinated Health or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Coordinated Health or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Coordinated Health's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

14. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 15 (waiver for beneficiaries paragraph), below.

15. Coordinated Health and Dr. DiIorio agree that they waive and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Coordinated Health Covered Conduct and DiIorio Covered Conduct.

16. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

17. Each party and signatory to this Agreement represents that it freely and voluntarily enters in to this Agreement without any degree of duress or compulsion.

18. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Eastern District of Pennsylvania. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

19. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

20. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

21. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

22. This Agreement is binding on Coordinated Health's successors, transferees, heirs, and assigns.

23. This Agreement is binding on Dr. DiIorio's successors, transferees, heirs, and assigns.

24. All parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

25. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 12/11/18

BY: William M. McSwain

WILLIAM M. McSWAIN
United States Attorney

Gregory B. David

GREGORY B. DAVID
Assistant United States Attorney
Chief, Civil Division

Charlene Keller Fullmer

CHARLENE KELLER FULLMER
Assistant United States Attorney
Deputy Chief, Civil Division

John T. Crutchlow

JOHN T. CRUTCHLOW
Assistant United States Attorney

DATED: 12/3/2018

BY: Lisa M. Re

LISA M. RE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: _____

BY: _____

LEIGH A. BRADLEY
General Counsel
Defense Health Agency
United States Department of Defense

DATED: _____

BY: _____

EDWARD M. DEHARDE
Assistant Director of Federal Employee
Insurance Operations
Healthcare and Insurance
United States Office of Personnel Management

DATED: _____

BY: _____

PAUL N. ST. HILLAIRE
Acting Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

WILLIAM M. McSWAIN
United States Attorney

GREGORY B. DAVID
Assistant United States Attorney
Chief, Civil Division

CHARLENE KELLER FULLMER
Assistant United States Attorney
Deputy Chief, Civil Division

JOHN T. CRUTCHLOW
Assistant United States Attorney

DATED: _____

BY: _____

LISA M. RE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: 11/30/2018

BY: _____

BLEY.PAUL.NICHOLAS
1099873821

Digitally signed by
BLEY.PAUL.NICHOLAS.1099873821
Date: 2018.11.30 17:37:37 -05'00'

for

LEIGH A. BRADLEY
General Counsel
Defense Health Agency
United States Department of Defense

DATED: _____

BY: _____

EDWARD M. DEHARDE
Assistant Director of Federal Employee
Insurance Operations
Healthcare and Insurance
United States Office of Personnel Management

DATED: _____

BY: _____

PAUL N. ST. HILLAIRE
Acting Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

THE UNITED STATES OF AMERICA

DATED: _____

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Assistant United States Attorney
Chief, Civil Division

CHARLENE KELLER FULLMER
Assistant United States Attorney
Deputy Chief, Civil Division

JOHN T. CRUTCHLOW
Assistant United States Attorney

DATED: _____

BY: _____

LISA M. RE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: _____

BY: _____

LEIGH A. BRADLEY
General Counsel
Defense Health Agency
United States Department of Defense

DATED: 11/29/2016

BY: _____

EDWARD M. DEHARDE
Assistant Director of Federal Employee
Insurance Operations
Healthcare and Insurance
United States Office of Personnel Management

DATED: _____

BY: _____

PAUL N. ST. HILLAIRE
Acting Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

THE UNITED STATES OF AMERICA

DATED: _____

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WILLIAM M. McSWAIN
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GREGORY B. DAVID
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CHARLENE KELLER FULLMER
Assistant United States Attorney
Deputy Chief, Civil Division

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Assistant United States Attorney

DATED: _____

BY: _____

LISA M. RE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: _____

BY: _____

LEIGH A. BRADLEY
General Counsel
Defense Health Agency
United States Department of Defense

DATED: _____

BY: _____

EDWARD M. DEHARDE
Assistant Director of Federal Employee
Insurance Operations
Healthcare and Insurance
United States Office of Personnel Management

DATED: 11/30/18

BY: _____

PAUL N. ST. HILLAIRE
Acting Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

DATED: 11-28-18

BY:

JENNIFER VALDIVIESO

Deputy Director for Program Integrity
Office of Workers' Compensation Programs
Division of Federal Employees' Compensation
United States Department of Labor

COORDINATED HEALTH HOLDING COMPANY, LLC

DATED: _____

BY:

Amy Nyberg

President and Chief Operating Officer
Coordinated Health Holding Company, LLC
CHS Professional Practice, P.C.
CH Hospital of Allentown, LLC

DATED: 11/20/18

BY:

Jack Wenik

Epstein Becker Green, P.C.
Counsel for Coordinated Health Holding Company, LLC

DATED: 11/28/2018

BY:

EMIL DI IORIO, M.D.

Emil DiIorio, M.D.

DATED: 11/28/2018

BY:

Wick Sollers

Wick Sollers
Dan Sale
King & Spalding, LLP
Counsel for Emil DiIorio, M.D.